

LOREM IPSUM

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# Lakeview Academy Board of Trustees Agenda Packet for March 1, 2012



# Agenda

Lakeview Academy Board of Trustees  
Meeting

March 1, 2012

527 West 400 North Saratoga Springs  
Utah

(all times listed are approximate and the  
board reserves the right to vote on any  
item on the agenda)



SECTION 1 AGENDA

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- I. Welcome 6:00
- II. Roll Call
- III. A motion to enter a closed session for the purpose of discussion of litigation matters, acquisition of real property, or authorized personal issues.
- IV. Welcome to General session 7:00
- V. Pledge of Allegiance
- V. Reports 7:05
  - 1. Director Reports
  - 2. Board Reports
  - 3. Financial Reports
    - a. Income Report, Balance Sheet Report, Cash Flow Report, Reconciliation Summary Report, Reconciliation Detail Report
- VI. Charter Training 7:30
  - 1. Methods of Instruction

- VIII. Public comment not related to items on the agenda, each comment is limited to two minutes. 8:00
- IX. VIX. Consent Agenda 8:15
  - 1. January Financials
  - 2. February 2, 2012 minutes
  - 3. Documents Relating to Purchase of property at 461 W 400 N
- X. Policy Review 8:15

How does this policy support the charter, global policies, and state law? Is it effective? How do we know it is effective (direct inspection, data, audit)? Do we need to make any changes?

  - 1. Nutrition and Physical Wellness Policy
  - 2. Purchase Policy
- XI. Action Items 8:45
  - 1. Board Resolution Reimbursement Bonds
  - 2. 2012-2013 Academic Calendar

VII. Board Business	9:00
1. Governance Training	
a. Introduction to Board Wiser Plus	
2. Board Evaluation	
3. New Business	
XIII. Executive Session	9:30
1. Strategic Development, Planning and Training	
XV. Adjourn	10:00

SECTION 2 PUBLIC COMMENT AND PATTERN OF  
FORMALITY GUIDELINES

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Lakeview Academy Board Meeting

Public Comment and Pattern of Formality Guidelines

The following are guidelines that were taken from Robert's Rules of Order and modified to assist the Lakeview Academy Board in running efficient meetings:

**Public Comment**

1. During the agenda under the Public Comment section, the public may address any issue not related to items already on the agenda. Please state your name for the official minutes. Please be mindful of the length of the board meeting and limit your comments to two minutes.
2. After an item has been introduced and debated by the board, the President will call for Public comment on that item only. Each public attendee shall have the opportunity to speak two times on the same issue on the same day. It shall proceed that everyone will be given their first opportunity to speak before anyone will be given their second opportunity.
3. To maintain order, if someone from the public is out of order, the President will verbally counsel them by calling, "point of order."

**Order of Debate**

1. The item will be introduced by the sponsor if the sponsor is not present then the President will assign someone to do the introduction.
2. Members debate the item (unless no one wished to debate it). Each member is allowed two separate opportunities to speak on the item.
3. The President will then open the item up for Public Comment following the directions in public comment section 2.
4. The item will then be opened up to the Board for additional debate if necessary.
5. A member makes a motion by saying, "I move that..." if it is long, it should be prepared in writing and given to the President or Secretary. If no motion is made then the item dies, and no further debate will occur.
6. Another board member may amend the motion. If the motion is amended the President asks is there any objection to adopting the amendment. If no objection is made, the chair may declare the amendment adopted. If even one member objects, however the amendment is subject to debate and vote like any other motion.
7. If the motion is amended the President may open it up to further board comment if necessary.

8. The President will then call the question and take a vote on the item.

9. The President announces the vote.

### **Pattern of Formality**

1. The President should be addressed as Mister or Madam President as appropriate.

2. Wait to be acknowledged verbally or with a nod before speaking by the President.

3. Speak only to the President or through him/her.

4. Avoid personalizing any issue; speak to the subject, not the person you disagree with. An example of this would be if you believe something said to be untrue, you would say, I believe the member is mistaken instead of saying something was a lie.

5. If anyone breeches Robert's Rules or for example speaks out of turn, it is called a point of order and will be corrected by the President or any other board member that catches it. One would say, "Point of Order" The President would acknowledge the person and they would say what breach occurred. The President would then say "the point of order is well taken" or if unfounded, "the point of order is not well taken."

# Reports

This section of the board meeting is designed to allow the board to fulfill its purpose of insuring that Lakeview Academy achieves what it should according to charter and avoids unacceptable actions and situations.



## SECTION 1 DIRECTOR'S REPORT

### March Directors Report

#### 1. Please list activities and programs completed this month that support:



##### a) Global Ends policy

We continue to serve students K-9 from the community and surrounding area of Saratoga Springs. The recent purchase of new land will allow us to meet the growing demand for LVA and the programs we want to further establish.

##### b) Language Arts and Mathematics Ends Policy

Using the data we collected last month teachers and PLCs have been working with students on identified gaps. Teachers also have reported on the RtI plans they implemented over the last few months and have had great success in academic growth.

##### c) Science, Arts, and Technology Ends policy

No major updates in these areas. The benchmark assessments have been reviewed in our Science PLC and we feel good about our upcoming CRT performance.

The arts and technology PLC will have prepared for you a proposal for new courses they wish to offer our 7-9 students. These courses will further build our programs and offer students a more complete approach to our mission.

##### d) Enrollment Ends Policy

LVA ended the open enrollment lottery with 519 students on the list. We will have run the lottery by the time we meet for the board meeting and I will have an updated report to share.

##### e) Parent Satisfaction Ends Policy

Much of this is the same. SAC has continued to meet and coordinate plans to support the school and its goals. They are planning another Book Fair, fundraiser, and student recognition events. We are looking for help from a few parents who would be willing to coordinate the sale and distribution of Pride Land T-shirts for our spirit day dress. We have worked on Volunteer appreciation and how before school training will take place. We are already planning the Hot Dog Hello for next year.

#### 2. Please provide information and updates from the following departments:

a) **Business/finance/IT** – Mande Black will provide any necessary updates. We are meeting next month to prepare a budget for next year. I was pleased with how we conducted our DWA test this past month. The upgrades to our wireless system and new laptops made a great difference. We are now working on being prepared for the CRTs.

b) **Facilities** – We continue to improve how the campus is cared for and kept clean. There have been no major repairs this month.

c) **Special Education, Business reports, Accreditation** – Are accreditation visit is happening in April. Our team has continued to work on the book for our visiting team. We are feeling prepared for this important visit.

We completed our required reading report to the State this month. These numbers were from our Dibels Next testing and you saw similar results last month.

d) **Staff updates** – No updates at this time.

##### e) Enrollment Report

Grade	Current Enrollment	Sibling Waitlist (2011-2012)	Spots Offered	Withdrawn	Reason for Withdraw
K	75	0	0		
1	75	7	0		
2	75	6	0		
3	99	0	0		
4	95	0	0		
5	100	0	0		
6	73	0	0		
7	58	0	0		
8	44	0	0		
9	21	0	0		

f) Lottery Summary 2012-2013 (2-17-12)

Grade	Interested
<b>K</b>	<b>214</b>
<b>1</b>	<b>66</b>
<b>2</b>	<b>60</b>
<b>3</b>	<b>51</b>
<b>4</b>	<b>41</b>
<b>5</b>	<b>20</b>
<b>6</b>	<b>23</b>
<b>7</b>	<b>33</b>
<b>8</b>	<b>7</b>
<b>9</b>	<b>4</b>
<b>Total</b>	<b>519</b>

3. Toot your Horn!

- a) We have 4 new acres of land, a LVA home and barn!
- b) We met with Senator Madsen and Representative Sumsion during the Charter Day on the Hill event. Both spent several minutes with us discussing their support for student choice in education. We also expressed to them our need for support during this year's legislative session.
- c) Lottery numbers were above my expected number and we have more than what we need to meet next year's projections.
- d) We are now on Twitter. Look for us.
- e) Facebook activity has greatly improved. We have over 292 likes now.



### **President's Report**

#### **Tina Smith**

This last month as well as the months leading up to February have been very busy yet exciting months! I worked with the board, our school's attorney and our agent in the acquisition of the property adjacent to our existing property. This new property will allow us the opportunity to expand our facility to accommodate additional students. With regards to those additional students; I have been working on fine tuning and polishing with Joylin our Charter amendment. I also worked with Mr. Veasey, his staff and Joylin on gathering the necessary information to present our charter amendment to the State Charter school board on the 10th of Feb. At that time, Lakeview was granted approval for an additional 250 students over the next 3 years as well as a waiver to begin our facility construction earlier than is required by the state.

This is an exciting time for Lakeview! I want to communicate clearly that this expansion will NOT detract from the forward momentum that we have experienced this year. Lakeview will continue to thrive as we go forward and the board has put measures into place that will ensure that Lakeview continues to raise the bar of excellence as we grow and expand over the next few years.

I continue to assist the Treasurer and the business manager with various financial items. I have also worked with Mr. Veasey and the board on various strategic planning items as we begin to plan for the next school year. I have attended the monthly member meetings for the Utah Association of Public Charter schools and continue to attend and participate in state board governance trainings. I attended Charter Day on the Hill and was grateful for the opportunity to talk with Senator Mark Madson and Representative Ken Sumsion about their support for Charter schools. I attended the district science fair and was completely impressed by the students who represented Lakeview at that event. They did a marvelous job! I have attended a expansion committee meeting and am very excited with the caliber of people on the committee and know that they will generate some great options for the board to choose from. I also continue to network with other charter school leadership (both board members and directors) around the state and am consistently honored to work with such committed and dedicated individuals.

Tina Smith

Board President

**Vice President**

**Julie Anderegg**



I have been very busy and involved in the purchase of the property to expand the school, and am part of the expansion committee. It is so exciting to see the school progressing and constantly trying to improve in every area. I have also been trying to learn my duties and become a more effective board member and how I can better be a support to the school as a parent.

I love recognizing the birthdays for our faculty and staff. They work so hard, and it is rewarding to oversee that part of my responsibilities. It is an exciting time to be a part of the board!



**Treasurer**

**Cory Thorson**

Here are some of the items I've worked on the past month

- \* I have been in review of the account balances
- \* Contacted the bank to allow our accountant view access to account balances
- \* reviewed purchases and check requests.

**Secretary**

**Joylin Lincoln**



I am continuing to work filing and updating all of the board documentation. We should have a current copy of all policies on the website by the first of April.



**Board Member**

**Alan Daniels**

Since the last board meeting, I have:

- \*Attended several basketball games, boys and girls, home and away.
- \*Met with the state charter school board, along with other board members, and staff.
- \*Aided in the drafting of a letter, which was sent out to parents.

\*Attended a portion of the valentines dance, and helped in the clean up.

\*Attended the literacy night event

**Board Member**

**Justin Turner**



During the month of February I attended a community board meeting called Communities that Care. This board is comprised of representatives from the Sheriff's Office, City Governments, School Teachers, and Social Workers. This board is interested in looking at negative issues that affect children in the communities that feed into the Westlake High School and creating way's to fix the issues. I also had the opportunity along with other Board members, our Director, and Financial Adviser to attend the State Charter School Board meeting to have our charter amended. During the meeting we had the unique pleasure of being evacuated due to fire alarms sounding. Apparently there was a fire in the basement! I took the attached photos of the fire truck from our vantage point safely down the street. Our meeting was moved across the street to the County building where our charter amendment was passed. With our new property acquisition, I researched way's our school could use community resources as a means to re-

duce property maintenance and to build stronger community relations.

SECTION 3 JANUARY 2011 FINANCIALS

Lakeview Academy  
**Profit & Loss Budget Performance**  
 January 2012

4:36 PM  
 02/17/2012  
 Accrual Basis

	Jan 12	Jul '11 - Jan 12	YTD Budget	% of Budget	Annual Budget
<b>Income</b>					
1000 · Local Revenue					
01.900 · Income	-69.00				
1500 · Income- Interest Income	76.38	683.75	4,000.00	17.09%	4,000.00
1600 · Food Services					
01.610 · Lunch Fee - Students	8,486.08	51,909.86	75,000.00	69.21%	75,000.00
01.620 · Lunch Fee - Adult		38.08	500.00	7.62%	500.00
<b>Total 1600 · Food Services</b>	<b>8,486.08</b>	<b>51,947.94</b>	<b>75,500.00</b>	<b>68.81%</b>	<b>75,500.00</b>
1700 · Student Activities & Fees					
1700.A · Student Activities- Sch Program	3,688.99	19,708.02	10,000.00	197.08%	10,000.00
1700.B · Student Activities - SAC	1,370.50	3,007.50	10,000.00	30.08%	10,000.00
1700.D · Student Fees		9,033.00	4,000.00	225.83%	4,000.00
1700.E · Student Government (Elem)		25.25			
1700.F · Student Government (JH)	207.13	1,176.66			
1700.G · Student Government - Orphanage	19.00	51.25			
1700.H · Library Fines	4.35	4.35			
1700 · Student Activities & Fees - Other	58.00	58.00			
<b>Total 1700 · Student Activities &amp; Fees</b>	<b>5,347.97</b>	<b>33,064.03</b>	<b>24,000.00</b>	<b>137.77%</b>	<b>24,000.00</b>
1900 · Other Revenue from Local Source					
1920 · Private Contrib. & Donations					
1920.B · Cash Donations	750.00	850.00			
<b>Total 1920 · Private Contrib. &amp; Donations</b>	<b>750.00</b>	<b>850.00</b>			
1960.00 · Income - Background Checks	256.25	1,341.50	1,000.00	134.15%	1,000.00
1900 · Other Revenue from Local Source - Other	50.70	50.70			
<b>Total 1900 · Other Revenue from Local Source</b>	<b>1,056.95</b>	<b>2,242.20</b>	<b>1,000.00</b>	<b>224.22%</b>	<b>1,000.00</b>





## SECTION 4 BALANCE SHEET REPORT

<b>Lakeview Academy</b>		4:41 PM
<b>Balance Sheet</b>		02/17/2012
<b>As of January 31, 2012</b>		Accrual Basis
		<u>Jan 31, 12</u>
<b>ASSETS</b>		
<b>Current Assets</b>		
<b>Checking/Savings</b>		
8110 · Unrestricted Cash		
8110.01 · Cash in Checking	725,138.31	
8110.02 · Cash in Savings	251,875.95	
<b>Total 8110 · Unrestricted Cash</b>	<u>977,014.26</u>	
<b>8120 · Restricted Cash</b>		
8120.02 · US Bank - BOND PRN FD	87,500.08	
8120.03 · US Bank - BD INT FUND	42,184.74	
8120.04 · US Bank - RESERVE FD	676,346.25	
8120.05 · US Bank - TX INS ESC	112,481.81	
8120.06 · US Bank - REP REPL FD	72,956.06	
8120.07 · US Bank - EXP FUND	297.39	
8120.08 · US Bank - Analyzed checking	635.53	
<b>Total 8120 · Restricted Cash</b>	<u>992,401.86</u>	
<b>Total Checking/Savings</b>	1,969,416.12	
<b>Other Current Assets</b>		
12100 · Inventory Asset	395.70	
8151 · Prepaid Insurance	24,280.26	
<b>Total Other Current Assets</b>	<u>24,675.96</u>	
<b>Total Current Assets</b>	1,994,092.08	
<b>Fixed Assets</b>		
8200 · Fixed Assets		
8210.00 · Land	2,500.00	
<b>Total 8200 · Fixed Assets</b>	<u>2,500.00</u>	
<b>Total Fixed Assets</b>	<u>2,500.00</u>	
<b>TOTAL ASSETS</b>	<u><u>1,996,592.08</u></u>	
<b>LIABILITIES &amp; EQUITY</b>		
<b>Liabilities</b>		
<b>Current Liabilities</b>		
<b>Accounts Payable</b>		
9510 · Accounts Payable	28,957.35	
<b>Total Accounts Payable</b>	<u>28,957.35</u>	

Lakeview Academy BOT Agenda March 1, 2012  
Reports

Page 1 of 2

	<u>Jan 31, 12</u>
<b>Credit Cards</b>	
9511.00 · State Purchase Card	-6,493.71
<b>Total Credit Cards</b>	<u>-6,493.71</u>
<b>Other Current Liabilities</b>	
9610 · Payroll Clearing	-4,094.01
<b>Total Other Current Liabilities</b>	<u>-4,094.01</u>
<b>Total Current Liabilities</b>	<u>18,369.63</u>
<b>Total Liabilities</b>	<u>18,369.63</u>
<b>Equity</b>	
9859 · Fund Balance	2,160,472.70
Net Income	-182,250.25
<b>Total Equity</b>	<u>1,978,222.45</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u>1,996,592.08</u>

## SECTION 5 CASH FLOW REPORT

<b>Lakeview Academy</b>		4:43 PM
<b>Statement of Cash Flows</b>		02/17/2012
January 2012		
		<u>Jan 12</u>
<b>OPERATING ACTIVITIES</b>		
Net Income		-144,811.85
Adjustments to reconcile Net Income		
to net cash provided by operations:		
8131.00 · Local Receivable		50.00
12100 · Inventory Asset		-395.70
9510 · Accounts Payable		23,128.74
9511.00 · State Purchase Card		-2,005.24
9610 · Payroll Clearing		-678.12
Net cash provided by Operating Activities		<u>-124,712.17</u>
<b>INVESTING ACTIVITIES</b>		
8210.00 · Land		<u>-2,500.00</u>
Net cash provided by Investing Activities		<u>-2,500.00</u>
Net cash increase for period		-127,212.17
Cash at beginning of period		<u>2,096,628.29</u>
Cash at end of period		<u><u>1,969,416.12</u></u>

## SECTION 6 RECONCILIATION REPORT REPORT

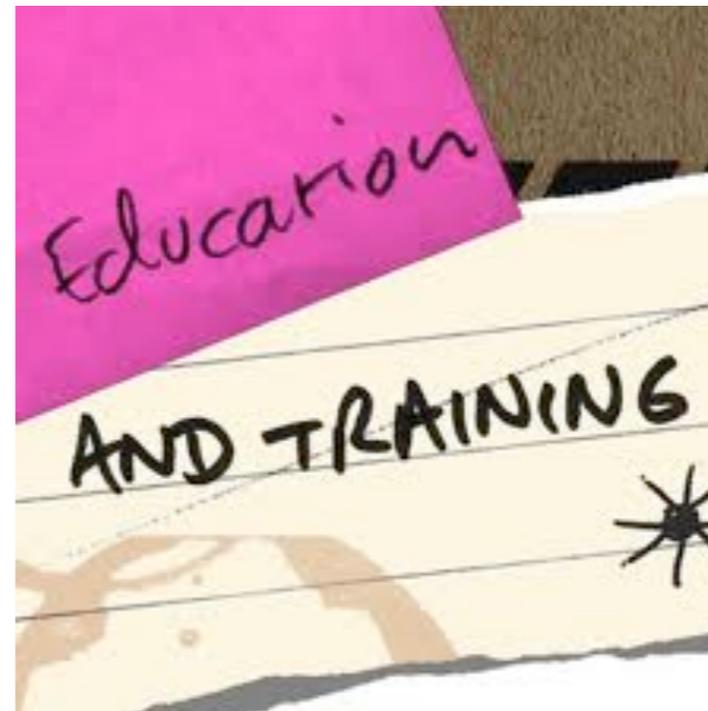
3:55 PM  
02/17/12

**Lakeview Academy**  
**Reconciliation Summary**  
8110.01 · Cash in Checking, Period Ending 01/31/2012

	<u>Jan 31, 12</u>
<b>Beginning Balance</b>	699,016.36
<b>Cleared Transactions</b>	
Checks and Payments - 65 items	-100,305.60
Deposits and Credits - 8 items	289,860.20
<b>Total Cleared Transactions</b>	<u>189,554.60</u>
<b>Cleared Balance</b>	<b>888,570.96</b>
<b>Uncleared Transactions</b>	
Checks and Payments - 37 items	-163,562.21
Deposits and Credits - 2 items	129.56
<b>Total Uncleared Transactions</b>	<u>-163,432.65</u>
<b>Register Balance as of 01/31/2012</b>	<b>725,138.31</b>
<b>New Transactions</b>	
Checks and Payments - 84 items	-542,530.57
Deposits and Credits - 4 items	13,121.95
<b>Total New Transactions</b>	<u>-529,408.62</u>
<b>Ending Balance</b>	<b>195,729.69</b>

# Charter Training

This section of the board meeting is designed to allow for board training because poor governance costs more than learning to govern well.



## SECTION 1 METHODS OF INSTRUCTION

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### Charter page 11-12

#### Methods of Instruction

Teachers at Lakeview Academy will employ a variety of instructional strategies to best meet the needs of the student population. We will make extensive use of repetition and scaffolding of new information. As students master old concepts new ones will be introduced and practiced. Students will have the opportunity to work at their ability level and pace, and not be impeded by another student's rate of progress.

At Lakeview Academy we believe in the principles set forth by Lev Vygotsky, a well-known child development theorist, who believed that children learn as they interact with those who are more knowledgeable than them. This more knowledgeable person can serve as a guide or a model to accompany an apprentice through the process of active discovery. Vygotsky terms this the zone of proximal development, "...the range of tasks or skills that are slightly too difficult for a child to do alone but that she can do successfully with guidance or "scaffolding" by an adult or more experienced child". That being stated, some teaching will take place in fluid ability-level groups while other instruction will be given to a whole group. Additionally students may work together in mixed ability-level groups to teach and learn from one another. This process will provide students with the opportunity to learn together, build self-confidence, and master skills.

Teachers at Lakeview Academy will work together on grade-level instructional teams in order to address all learning styles and abilities. Paid and volunteer teaching assistants will also work alongside classroom teachers to ensure that the needs of all students are being met.

To make sure that we can provide for the needs of our students, benchmark assessments will be administered no less than three times per year. Benchmark assessments will be used to help place students in fluid ability-level groups, differentiate instruction and to ensure that students are meeting the state requirements. Formative and Summative assessments will also be used as a guide for teachers.

Teachers will maintain individual student portfolios. Since Lakeview Academy is not a worksheet driven school, few if any worksheets will be included in portfolios. Instead, the portfolios will contain items that are a true reflection of student's work and understanding of a subject(s). Students will help their teachers to select pieces to be included. This will be a useful tool at parent/teacher conferences. It will allow students the opportunity to show their best work and progress in different subject areas plus promote the students' sense of self-worth.

Teachers will be trained in the curriculum that has been adopted by Lakeview Academy to maximize our student's performance and maintain high academic standards. They will also participate in professional development training (In-service and Pre-service) throughout the year. The Director and the Education Coordinator will plan and conduct In-service at least one day per month. In-service will include a variety of presentations, speakers, and attendance at conferences and workshops. We believe in the value of life-long learning and aim to provide continued education for our teachers.

Lakeview Academy will use a variety of research-based curriculum that aligns with the Utah State Standards to best meet the needs of our student population. In accordance with our mission and philosophy, the academic program will provide for a strong foundation of basic building blocks, which supports the acquisition of greater knowledge. Lakeview Academy is committed to educating the whole person, encouraging a deep love for learning, and preparing students to contribute to a changing and challenging world

# Consent Agenda

To free the Board's time for discussing matters they can affect (i.e. the future) a consent agenda is a tool that can eliminate as much as 1/2 hour or more of reviewing what has happened in the past. The consent agenda is a **SINGLE ITEM** that encompasses all the things the board would normally approve with little comment. The consent agenda is a single item on the boards agenda that is voted on with a single vote- to approve the consent agenda.



SECTION 1 JANUARY 2012 FINANCIALS

	<u>Jan 12</u>	<u>Jul '11 - Jan 12</u>	<u>YTD Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
<b>Income</b>					
<b>1000 - Local Revenue</b>					
01.900 - Income	-69.00				
1500 - Income- Interest Income	76.38	683.75	4,000.00	17.09%	4,000.00
<b>1600 - Food Services</b>					
01.610 - Lunch Fee - Students	8,486.08	51,909.86	75,000.00	69.21%	75,000.00
01.620 - Lunch Fee - Adult		38.08	500.00	7.62%	500.00
<b>Total 1600 - Food Services</b>	<u>8,486.08</u>	<u>51,947.94</u>	<u>75,500.00</u>	<u>68.81%</u>	<u>75,500.00</u>
<b>1700 - Student Activities &amp; Fees</b>					
1700.A - Student Activities- Sch Program	3,688.99	19,708.02	10,000.00	197.08%	10,000.00
1700.B - Student Activities - SAC	1,370.50	3,007.50	10,000.00	30.08%	10,000.00
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1700.E - Student Government (Elem)		25.25			
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1700.G - Student Government - Orphanage	19.00	51.25			
1700.H - Library Fines	4.35	4.35			
1700 - Student Activities & Fees - Other	58.00	58.00			
<b>Total 1700 - Student Activities &amp; Fees</b>	<u>5,347.97</u>	<u>33,064.03</u>	<u>24,000.00</u>	<u>137.77%</u>	<u>24,000.00</u>
<b>1900 - Other Revenue from Local Source</b>					
1920 - Private Contrib. & Donations					
1920.B - Cash Donations	750.00	850.00			
<b>Total 1920 - Private Contrib. &amp; Donations</b>	<u>750.00</u>	<u>850.00</u>			
1960.00 - Income - Background Checks	256.25	1,341.50	1,000.00	134.15%	1,000.00
1900 - Other Revenue from Local Source - Other	50.70	50.70			
<b>Total 1900 - Other Revenue from Local Source</b>	<u>1,056.95</u>	<u>2,242.20</u>	<u>1,000.00</u>	<u>224.22%</u>	<u>1,000.00</u>

	<u>Jan 12</u>	<u>Jul '11 - Jan 12</u>	<u>YTD Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
1930.00 - Fundraising		8,866.90	5,000.00	177.34%	5,000.00
<b>Total 1000 - Local Revenue</b>	<b>14,898.38</b>	<b>96,804.82</b>	<b>109,500.00</b>	<b>88.41%</b>	<b>109,500.00</b>
<b>3000 - State Revenue</b>					
03.842 - Income--Administrative Costs	-12,084.00				
03.842A - Income--Charter Administrative	-6,042.00				
<b>3005 - Regular Basic School Programs</b>					
3010.00 - Regular School Programs K-12	151,234.00	1,058,638.00	1,814,808.00	58.33%	1,814,808.00
3020.00 - Professional Staff	8,167.00	57,167.00	98,000.00	58.33%	98,000.00
<b>Total 3005 - Regular Basic School Programs</b>	<b>159,401.00</b>	<b>1,115,805.00</b>	<b>1,912,808.00</b>	<b>58.33%</b>	<b>1,912,808.00</b>
<b>3100 - Special Education</b>					
3105.00 - Special Education - Add-on	15,796.00	111,135.00	190,116.00	58.46%	190,116.00
3110.00 - Special Ed. - Self-Contained	7.00	47.00	79.00	59.49%	79.00
3120.00 - Special Ed. - Extended Year		1,115.00	2,343.00	47.59%	2,343.00
<b>Total 3100 - Special Education</b>	<b>15,803.00</b>	<b>112,297.00</b>	<b>192,538.00</b>	<b>58.33%</b>	<b>192,538.00</b>
3155 - Career And Tech Add On	371.00	2,594.00	4,446.00	58.35%	4,446.00
<b>3200 - Other State Programs</b>					
3211.00 - Accelerated Learning			2,833.00		2,833.00
3215.00 - Enhancement for At-Risk Student	1,052.00	7,363.00	12,622.00	58.34%	12,622.00
3230.00 - Class Size Reduction K-8	13,496.00	104,221.00	171,702.00	60.7%	171,702.00
<b>Total 3200 - Other State Programs</b>	<b>14,548.00</b>	<b>111,584.00</b>	<b>187,157.00</b>	<b>59.62%</b>	<b>187,157.00</b>
3410 - Flexible Allocation	2,029.00	14,201.00	24,344.00	58.34%	24,344.00
3520 - School LAND Trust Program		37,885.75	29,778.00	127.23%	29,778.00
<b>3700 - Miscellaneous State Revenues</b>					
3719.00 - Charter - Local Replacement	102,205.00	715,429.00	1,226,449.00	58.33%	1,226,449.00
3725.00 - Charter School Administration	24,184.00	42,408.00			
3770.00 - Lunch Program - Liquor Tax	3,058.00	7,770.00	19,201.00	40.47%	19,201.00
<b>Total 3700 - Miscellaneous State Revenues</b>	<b>129,447.00</b>	<b>765,607.00</b>	<b>1,245,650.00</b>	<b>61.46%</b>	<b>1,245,650.00</b>

	<u>Jan 12</u>	<u>Jul '11 - Jan 12</u>	<u>YTD Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
3799.00 · UPASS - Evaluation & Assessment	150.00	1,050.00	1,799.00	58.37%	1,799.00
3800 · Supplemental / Other Bills					
3805.00 · Reading Achievement Program	2,213.00	16,663.55	26,554.00	62.75%	26,554.00
3810.00 · Library Books & Supplies	50.00	352.00	603.00	58.38%	603.00
3868.00 · Teachers Materials & Supplies		6,282.00	6,282.00	100.0%	6,282.00
3876.00 · Educator Salary Adjustment	14,778.00	109,930.00	183,819.00	59.8%	183,819.00
3878.00 · Extended Year for Special Ed		1,299.00	1,115.00	116.5%	1,115.00
<b>Total 3800 · Supplemental / Other Bills</b>	<u>17,041.00</u>	<u>134,526.55</u>	<u>218,373.00</u>	<u>61.6%</u>	<u>218,373.00</u>
<b>Total 3000 · State Revenue</b>	<b>320,664.00</b>	<b>2,295,550.30</b>	<b>3,816,893.00</b>	<b>60.14%</b>	<b>3,816,893.00</b>
4000 · Federal Revenue					
4500 · Restricted Fed. Revenue - State					
4524.00 · IDEA - B - Disabled		-0.04	126,368.00	0.0%	126,368.00
4571.00 · National School Lunch Program	2,650.00	6,734.00	12,750.00	52.82%	12,750.00
4572.00 · Fed. Lunch Program- Free & Red.	8,992.00	24,025.00	45,102.00	53.27%	45,102.00
4574.00 · Federal Breakfast Program	1,775.00	4,923.00	9,991.00	49.27%	9,991.00
<b>Total 4500 · Restricted Fed. Revenue - State</b>	<u>13,417.00</u>	<u>35,681.96</u>	<u>194,211.00</u>	<u>18.37%</u>	<u>194,211.00</u>
4600 · Other Fed / State Restr. Source					
4664.00 · Federal ARRA IDEA		13,003.63	106,500.00	12.21%	106,500.00
<b>Total 4600 · Other Fed / State Restr. Source</b>		<u>13,003.63</u>	<u>106,500.00</u>	<u>12.21%</u>	<u>106,500.00</u>
4800 · No Child Left Behind					
4860.00 · Fed Title II- Teacher Quality			26,000.00		26,000.00
<b>Total 4800 · No Child Left Behind</b>			<u>26,000.00</u>		<u>26,000.00</u>
<b>Total 4000 · Federal Revenue</b>	<b>13,417.00</b>	<b>48,685.59</b>	<b>326,711.00</b>	<b>14.9%</b>	<b>326,711.00</b>
888888 · Uncategorized Income	846.00	1,026.00			
<b>Total Income</b>	<u>349,825.38</u>	<u>2,442,066.71</u>	<u>4,253,104.00</u>	<u>57.42%</u>	<u>4,253,104.00</u>

	<u>Jan 12</u>	<u>Jul '11 - Jan 12</u>	<u>YTD Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
<b>Gross Profit</b>	349,825.38	2,442,068.71	4,253,104.00	57.42%	4,253,104.00
<b>Expense</b>					
<b>100 - Salaries &amp; Wages</b>					
100.22 - Wages- Instructional Support	8,916.67	35,734.46	107,000.00	33.4%	107,000.00
100.31 - Wages- Food Service Personnel	1,952.49	22,057.27	47,460.00	46.48%	47,460.00
121.24 - Wages- Principals & Directors	6,500.00	48,500.00	78,000.00	62.18%	78,000.00
131.10 - Wages- Teachers					
131.10a - Wages- Teachers- Special Ed	7,710.88	86,945.55	75,433.00	115.26%	75,433.00
131.10 - Wages- Teachers - Other	103,058.56	649,842.17	1,311,581.00	49.55%	1,311,581.00
<b>Total 131.10 - Wages- Teachers</b>	<u>110,769.44</u>	<u>736,787.72</u>	<u>1,387,014.00</u>	<u>53.12%</u>	<u>1,387,014.00</u>
132.10 - Wages- Substitute Teacher	1,790.69	19,586.73	32,000.00	61.21%	32,000.00
142.21 - Wages - Guidance Personnel	1,625.00	9,825.00	19,500.00	50.39%	19,500.00
152.24 - Wages - Admin Support Staff	4,083.35	30,943.45	58,360.00	53.02%	58,360.00
161.10 - Wages- Aide & Paraprofessionals					
161.10a - Wages- SpEd Aide & Paraprofess	19,287.73	45,934.60	36,177.00	126.97%	36,177.00
161.10 - Wages- Aide & Paraprofessionals - Other		101,921.77	280,605.00	36.32%	280,605.00
<b>Total 161.10 - Wages- Aide &amp; Paraprofessionals</b>	<u>19,287.73</u>	<u>147,856.37</u>	<u>316,782.00</u>	<u>46.67%</u>	<u>316,782.00</u>
180.26 - Wages- Maintenance & Custodial	7,021.36	49,826.75	87,643.00	56.85%	87,643.00
<b>Total 100 - Salaries &amp; Wages</b>	<u>161,946.73</u>	<u>1,101,117.75</u>	<u>2,133,759.00</u>	<u>51.61%</u>	<u>2,133,759.00</u>
<b>200 - Employee Benefits</b>					
200.280 - Unemployment Insurance	1,026.12	4,792.03	21,436.00	22.36%	21,436.00
200.291 - Workers Compensation		8,728.58	15,005.00	58.16%	15,005.00
210 - Retirement Programs	-4,462.68	48,930.95	121,725.00	40.2%	121,725.00
220 - Social Security & Medicare Tax	11,213.97	76,109.21	157,423.00	48.35%	157,423.00
240.00 - Health Benefits	7,886.70	114,977.16	297,369.00	38.67%	297,369.00
200 - Employee Benefits - Other	2,441.14	2,441.14			
<b>Total 200 - Employee Benefits</b>	<u>18,105.25</u>	<u>255,977.07</u>	<u>612,958.00</u>	<u>41.76%</u>	<u>612,958.00</u>

	<u>Jan 12</u>	<u>Jul '11 - Jan 12</u>	<u>YTD Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
<b>300 - Purchased Prof. &amp; Tech. Service</b>					
<b>300.24 - Other Professional Services</b>					
300.24a - Accounting & Auditing		13,258.00	15,000.00	88.39%	15,000.00
300.24b - Bank Fees	55.50	904.81	2,450.00	36.93%	2,450.00
300.24c - Legal Fees			1,000.00		1,000.00
300.24d - Special Ed Services	8,295.48	26,173.32	60,000.00	43.62%	60,000.00
<b>Total 300.24 - Other Professional Services</b>	<u>8,350.98</u>	<u>40,336.13</u>	<u>78,450.00</u>	<u>51.42%</u>	<u>78,450.00</u>
300.25a - Business Admin Services	7,000.00	43,964.00	84,000.00	52.34%	84,000.00
300.25b - Payroll Processing Fees	781.05	2,890.30			
300.25c - Information Technology Service	2,666.00	32,650.86	32,000.00	102.03%	32,000.00
300.26 - Bond Fees & Expenses	1,375.40	3,112.14			
<b>300.330 - Professional Development</b>					
330.10 - Prof Development - Instruction	4,218.42	4,218.42			
330.22 - Prof Development - Staff Supp			1,000.00		1,000.00
330.23 - Prof Development - School Board			3,000.00		3,000.00
330.31 - Prof Development - Food	55.95	55.95	1,500.00	3.73%	1,500.00
300.330 - Professional Development - Other		18,898.37	21,000.00	89.99%	21,000.00
<b>Total 300.330 - Professional Development</b>	<u>4,274.37</u>	<u>23,172.74</u>	<u>26,500.00</u>	<u>87.44%</u>	<u>26,500.00</u>
300 - Purchased Prof. & Tech. Service - Other	410.00	410.00	10,000.00	4.1%	10,000.00
<b>Total 300 - Purchased Prof. &amp; Tech. Service</b>	<u>24,857.80</u>	<u>146,536.17</u>	<u>230,950.00</u>	<u>63.45%</u>	<u>230,950.00</u>
<b>400 - Purchased Property Services</b>					
400.26a - Security Expense		210.00	2,502.00	8.39%	2,502.00
400.26b - Property Repairs & Maint.	22.48	12,306.10	46,643.00	26.38%	46,643.00
400.26c - Equipment Repairs & Maint Serv	1,939.03	6,104.67	2,500.00	244.19%	2,500.00
400.26e - Lease- Rent Expense		16,790.00	33,580.00	50.0%	33,580.00
400.26f - Equipment & Storage Rental		268.80	2,500.00	10.75%	2,500.00
400.410 - Utilities Expense					
410.26a - Utilities Expense- Power	3,033.36	34,968.54			

	<u>Jan 12</u>	<u>Jul '11 - Jan 12</u>	<u>YTD Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
410.26b · Utilities Expense- Gas	2,791.01	6,827.79			
410.26c · Utilities Expense- Disposal	605.18	4,131.30	6,861.00	60.21%	6,861.00
410.26d · Utilities Expense- Water & Sew	929.75	3,348.22			
<b>Total 400.410 · Utilities Expense</b>	<b>7,359.30</b>	<b>49,275.85</b>	<b>6,861.00</b>	<b>718.2%</b>	<b>6,861.00</b>
<b>Total 400 · Purchased Property Services</b>	<b>9,320.81</b>	<b>84,955.42</b>	<b>94,586.00</b>	<b>89.82%</b>	<b>94,586.00</b>
433.26 · Property Services	116.52				
500 · Other Purchased Services					
500.10a · Travel - Field Trip Expenses	780.00	2,026.75	7,500.00	27.02%	7,500.00
500.24b · Mileage	99.66	1,045.88	2,000.00	52.29%	2,000.00
500.24c · Insurance Expense	525.99	22,745.99	22,220.00	102.37%	22,220.00
500.24d · Copier Expense	250.00	1,436.24	5,520.00	26.02%	5,520.00
500.530 · Communications Expense					
530.24a · Telephone- Voice	425.84	2,996.28	5,400.00	55.49%	5,400.00
530.24b · Internet Expense		5,125.04	10,000.00	51.25%	10,000.00
530.24c · Postage & Mailing Expense	132.00	1,510.04	2,335.00	64.67%	2,335.00
<b>Total 500.530 · Communications Expense</b>	<b>557.84</b>	<b>9,631.36</b>	<b>17,735.00</b>	<b>54.31%</b>	<b>17,735.00</b>
500.540 · Advertising & Promotions					
540.24a · Advertising- General	216.25	216.25	2,100.00	10.3%	2,100.00
540.24b · Advertising- HR & Background Ck	50.00	1,398.25	150.00	932.17%	150.00
<b>Total 500.540 · Advertising &amp; Promotions</b>	<b>266.25</b>	<b>1,614.50</b>	<b>2,250.00</b>	<b>71.76%</b>	<b>2,250.00</b>
<b>Total 500 · Other Purchased Services</b>	<b>2,479.74</b>	<b>38,500.72</b>	<b>57,225.00</b>	<b>67.28%</b>	<b>57,225.00</b>
600 · Supplies & Materials					
600.10 · Supplies - Instruction					
600.10b · Supplies- Classroom					
610B.10 · Supplies--Teacher Class Funds	129.20	1,442.39	8,750.00	16.48%	8,750.00
610D.10 · Supplies-Special Education		221.93	5,000.00	4.44%	5,000.00
610E.10 · Elementary Enhancement		719.62	6,750.00	10.66%	6,750.00

	<u>Jan 12</u>	<u>Jul '11 - Jan 12</u>	<u>YTD Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
610M.10 · Middle School Enhancement		102.38	3,250.00	3.15%	3,250.00
600.10b · Supplies- Classroom - Other	412.96	19,150.04	25,000.00	76.6%	25,000.00
<b>Total 600.10b · Supplies- Classroom</b>	<b>542.16</b>	<b>21,636.36</b>	<b>48,750.00</b>	<b>44.38%</b>	<b>48,750.00</b>
600.10d · Supplies - Student Activities					
600A.21 · Student Government Middle Scho	279.31	897.95			
600.10d · Supplies - Student Activities - Other	3,306.00	8,775.38	10,000.00	87.75%	10,000.00
<b>Total 600.10d · Supplies - Student Activities</b>	<b>3,585.31</b>	<b>9,673.33</b>	<b>10,000.00</b>	<b>96.73%</b>	<b>10,000.00</b>
600.10e · Supplies-Physical Education			1,000.00		1,000.00
<b>Total 600.10 · Supplies - Instruction</b>	<b>4,127.47</b>	<b>31,309.69</b>	<b>59,750.00</b>	<b>52.4%</b>	<b>59,750.00</b>
600.21 · Supplies-Medical/First Aid		101.56	2,000.00	5.08%	2,000.00
600.22 · Supplies - Testing Materials		1,308.53	1,500.00	87.24%	1,500.00
600.24a · Supplies - Administration	121.00	3,380.60	8,000.00	42.26%	8,000.00
600.24b · Supplies- Copier & Printer	386.32	6,213.63	14,000.00	44.38%	14,000.00
600.26a · Supplies- Bldg & Prop Maint		1,602.80	2,000.00	80.14%	2,000.00
600.26b · Supplies- Custodial Supplies		8,233.12	24,000.00	34.31%	24,000.00
600.31 · Lunch Program--Non Food		1,223.18	1,500.00	81.55%	1,500.00
630.31 · Lunch Program--Food	11,723.42	52,983.36	66,000.00	80.28%	66,000.00
641.10 · Curriculum & Materials					
641.10a · Curriculum & Materials- SPED		320.00	4,000.00	8.0%	4,000.00
641.10 · Curriculum & Materials - Other	1,446.72	38,328.94	45,000.00	85.18%	45,000.00
<b>Total 641.10 · Curriculum &amp; Materials</b>	<b>1,446.72</b>	<b>38,648.94</b>	<b>49,000.00</b>	<b>78.88%</b>	<b>49,000.00</b>
644.22 · Library Books & Supplies		2,387.50	3,000.00	79.58%	3,000.00
650.24 · Computer Software & Peripherals			5,000.00		5,000.00
<b>Total 600 · Supplies &amp; Materials</b>	<b>17,804.93</b>	<b>147,392.91</b>	<b>235,750.00</b>	<b>62.52%</b>	<b>235,750.00</b>
700 · Property & Equipment					
700.100 · Temporary		96,407.99			
700.730 · Equipment					

	<u>Jan 12</u>	<u>Jul '11 - Jan 12</u>	<u>YTD Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
730.10 · Equipment- Instruction	252.04	34,935.11	33,000.00	105.86%	33,000.00
730.23 · Equipment Board			3,000.00		3,000.00
730.24 · Equipment- Administration		1,664.57			
730.25 · Equipment- Technology Hardware		34,674.87	43,000.00	80.64%	43,000.00
730.26 · Equipment - Facilities		789.38	21,000.00	3.76%	21,000.00
<b>Total 700.730 · Equipment</b>	<b>252.04</b>	<b>72,063.93</b>	<b>100,000.00</b>	<b>72.06%</b>	<b>100,000.00</b>
710.45 · Land & Improvements	5,000.00	5,000.00	27,000.00	18.52%	27,000.00
<b>Total 700 · Property &amp; Equipment</b>	<b>5,252.04</b>	<b>173,471.92</b>	<b>127,000.00</b>	<b>136.59%</b>	<b>127,000.00</b>
<b>800 · Debt Service &amp; Miscellaneous</b>					
<b>800.890 · Other Expense</b>					
890.10a · Employee Motivation Expense		3,858.41	8,000.00	48.23%	8,000.00
890.10b · Student Motivation Expense	295.28	571.37	1,500.00	38.09%	1,500.00
890.10d · SAC Org Expense		3,715.71	10,000.00	37.16%	10,000.00
890.24a · Meals- School Administration		1,365.44			
890.24b · License & Tax Expense		70.00			
890.24c · Fundraising Expenses		1,271.37	2,500.00	50.86%	2,500.00
890.25 · Board Expenses		4,034.82			
800.890 · Other Expense - Other			2,000.00		2,000.00
<b>Total 800.890 · Other Expense</b>	<b>295.28</b>	<b>14,887.12</b>	<b>24,000.00</b>	<b>62.03%</b>	<b>24,000.00</b>
810.24 · Dues & Fees		5,032.87	6,500.00	77.43%	6,500.00
<b>830 · Long Term Interest Expenses</b>					
830.50a · Debt Service Interest Series A	253,108.13	510,095.01	506,216.00	100.77%	506,216.00
<b>Total 830 · Long Term Interest Expenses</b>	<b>253,108.13</b>	<b>510,095.01</b>	<b>506,216.00</b>	<b>100.77%</b>	<b>506,216.00</b>
<b>840 · Redemption of Principal</b>					
840.50a · Debt Service Princpal Series A		145,000.00	150,000.00	96.67%	150,000.00
<b>Total 840 · Redemption of Principal</b>		<b>145,000.00</b>	<b>150,000.00</b>	<b>96.67%</b>	<b>150,000.00</b>
890.50 · Bond Fees & Expneses	1,350.00	1,350.00	2,000.00	67.5%	2,000.00

	<u>Jan 12</u>	<u>Jul '11 - Jan 12</u>	<u>YTD Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
Total 800 - Debt Service & Miscellaneous	<u>254,753.41</u>	<u>676,365.00</u>	<u>688,716.00</u>	<u>98.21%</u>	<u>688,716.00</u>
Total Expense	<u>494,637.23</u>	<u>2,624,316.96</u>	<u>4,180,944.00</u>	<u>62.77%</u>	<u>4,180,944.00</u>
Net Income	<u><u>-144,811.85</u></u>	<u><u>-182,250.25</u></u>	<u><u>72,160.00</u></u>	<u><u>-252.56%</u></u>	<u><u>72,160.00</u></u>

## SECTION 2 FEBRUARY 2, 2012 MINUTES

Lakeview Academy Board of Trustees Meeting  
February 2, 2012  
Minutes

- I. Welcome to General Session
- II. Roll Call : Tina Smith, Joylin Lincoln, Alan Daniels, Cory Thorson, Julie Anderegg, Justin Turner
- III. Pledge of Allegiance: Alan
- IV. Reports
  1. Director Reports
    - a. Mr. Veasey went over the submitted report.
    - b. Diane Thurmond went over the math tests and benchmarks.
    - c. Ashlee went over the English tests and benchmarks
    - d. Science benchmarks will be ready for March meeting.
    - e. Lakeview has set up a Facebook page and is encouraging families to "like" it and use it for daily updates.
    - f. There has been a recent addition of security cameras between the school and the portables.
    - g. Ashlee read a thank you note from Leah Vorhees regarding Special Education
  2. Board Reports
    - a. Cory Thorson talked about the Lakeview Facebook page.
    - b. Joylin Lincoln talked about the new technology the board is using to eliminate paper Board Packets and using pictures and video in the Packets.
  3. Financial Reports
    - a. Financial Report, Account Reconciliation Report, Balance Sheet Report, and Cash Flow Report.
    - b. Mande Black went over the submitted report.
    - c. The reports have been changed to Quick Books format.There were no questions.
- V. Charter/Governance Training
  1. Philosophy  
This training was done by Joylin Lincoln she covered pages 10 and 11 of the charter.
- VI. Public comment not related to items on the agenda, each comment is limited to two minutes.  
There was no public comment.
- VII. Board Business
  1. Utah Code 53A13  
The question was raised of how to solicit public comment on the effectiveness of the school in abiding by Utah Code 53A13. Would the SAC Survey Work?  
Tina Smith asked what other schools have done, Max did not know.  
Tina Smith recommended that this assignment be given to Mr. Veasey and his board to see what they could do.  
Mr. Veasey is in agreement with doing this survey.  
Julie asked if the effectiveness was based on the student learning or the curriculum taught. She also mentioned bringing in specialized help to train the teachers.  
Cory Thorson stated that the school doesn't need to change anything. They are already meeting that code.

2. Appointment of Natanya Nielsen as assistant board secretary.  
**Justin Turner moved to Appoint Natanya Nielsen as assistant board secretary. The vote was unanimous.**
  - Joylin Lincoln moved to add Capital Day and Board Governance Training with Brian Carpenter to the agenda as board business items number 3 and 4. The vote was unanimous.**
  3. Capital Day at the State Capital February 13, 2012. This activity allows students to talk to the governor and legislators about their school. This activity is from 11:00am-1:00pm.
  4. Board Governance Training with Brian Carpenter on February 11 from 5:00-9:00pm. Joylin Lincoln stated that the board has completed most of the things Brian recommended at the last training they had and that the board could benefit from more training.
- VIII. Consent Agenda
1. December 2011 Financials
  2. January 5, 2012 Minutes
  3. Broadway Jr. Contract
- Joylin Lincoln made a motion to approve the consent agenda (December 2011 financials, January 5, 2012 minutes, Broadway Jr. Contract). The vote was unanimous.**
- VIX. Action Items
1. Amended Charter- Effectiveness Goals  
There was no board comment.  
Public comment: Mande Black asked for clarification that the goals were the same just written in SMART Format. Joylin Lincoln stated that as changes were made that she tried to stay close to policy and intent.
- Alan Daniels made a motion to accept the Amended charter effectiveness goals. The vote was unanimous.**
- X. New Business
1. Tina Smith made note that the board needed to abide by the school equipment rules when purchasing Apps for the I-pads and to approve purchases for reimbursement through Cory Thorson or herself before purchasing.
  2. **Joylin Lincoln moved to amend the executive session section of the agenda to switch the order of item one (strategic Development, planning, and training) and item two (closed session) in the executive session. The vote was unanimous.**
- XI. Executive Session
1. A motion to enter a closed session for the purpose of discussion of litigation matters, acquisition of real property, or authorized personal issues.  
**Cory Thorson moved to enter into closed session for the purpose of discussion of litigation matters, acquisition of real property, or authorized personal issues.**  
**Tina Smith Aye**  
**Julie Anderegg Aye**  
**Cory Thorson Aye**  
**Alan Daniels Aye**  
**Justin Turner Aye**  
**Joylin Lincoln Aye**
  2. Strategic Development, Planning, and Training
  3. Action if any from closed session  
**No Action was necessary**
- XII. Adjourn

SECTION 3 DOCUMENTS RELATING TO PURCHASE



REAL ESTATE PURCHASE CONTRACT



This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree in offer or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax adviser.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 11th day of January, 2012 ("Offer Reference Date") Julia Anderson ("Buyer") offers to purchase from Van & Kent ("Seller") the Property described below and  delivers to the Buyer's Brokerage with this offer, or  agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$1000 in the form of Check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage: R and R Realty, LLC - American Preferred Title Phone: 801-841-4880  
 Received by: [Signature] on 1/18/2012 (Date)

OTHER PROVISIONS

1. PROPERTY: 1048519 (Tax Id: 43-042-0013) also described as: 461 W 400 N City of Saratoga Springs, County of Utah, State of Utah, Zip 84045 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the included items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

1.1 Included Items. Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; swings; satellite dishes; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

1.2 Other Included Items. The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (check applicable box):  washers  dryers  refrigerators  water softeners  microwave ovens  other (specify) Ceiling Fan, Hot Tub, Range, Satellite Equipment, Satellite Dish, Storage Bins, Window Coverings, Wood Stove

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title.

1.3 Excluded Items. The following items are excluded from this sale: Dryer, Washer, Trampoline

1.4 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale:

2. PURCHASE PRICE. The purchase price for the Property is \$430000. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

- \$1000 (a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non refundable.
  - \$ (b) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer; if an FHA/VA loan applies, see attached FHA/VA Loan Addendum.
  - \$ (c) Seller Financing (see attached Seller Financing Addendum)
  - \$429000 (d) Balance of Purchase Price in Cash at Settlement
- PURCHASE PRICE. Total of lines (a) through (d)

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been

completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by:  Seller  Buyer  Split Equally Between Buyer and Seller  Other (explain) \_\_\_\_\_ The provisions of this Section 3.3 shall survive Closing.

3.4 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (50%) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.4 shall survive Closing.

3.5 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office, and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.5 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows:  Upon Closing;  \_\_\_\_\_ Hours after Closing;  \_\_\_\_\_ Calendar Days after Closing. Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. Seller agrees to deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings. Any Seller or tenant moving-related damage to the Property shall be repaired at Seller's expense. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC: Seller's Agent Silvia C Rainaldi represents  Seller  both Buyer and Seller as a Limited Agent; Seller's Brokerage Prudential Utah Elite Real Estate, represents  Seller  both Buyer and Seller as a Limited Agent; Buyer's Agent HAYDEN WILLIAMSON represents  Buyer  both Buyer and Seller as a Limited Agent; Buyer's Brokerage R and R Realty, LLC represents  Buyer  both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases, rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the ALTA Homeowner's Policy of Title Insurance (the "Homeowner's Policy"). If the Homeowner's Policy is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the Homeowner's Policy if available through any other title insurance agency selected by Buyer; (b) if the Homeowner's Policy is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available version of an ALTA Owner's Policy of Title Insurance ("Standard Coverage Owner's Policy") available through the Issuing Agent.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
- (b) a Commitment for Title Insurance as referenced in Section 6;

- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.4;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations; and
- (h) Other (specify) \_\_\_\_\_

**8. BUYER'S CONDITIONS OF PURCHASE.**

**8.1 DUE DILIGENCE CONDITION.**

Buyer's obligation to purchase the Property:  IS  IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition," if checked in the affirmative. Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) **Due Diligence Items.** Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) **Buyer's Right to Cancel or Resolve Objections.** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) **Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

**8.2 APPRAISAL CONDITION.** Buyer's obligation to purchase the Property:  IS  IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition," if checked in the affirmative. Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) **Buyer's Right to Cancel.** If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Failure to Cancel.** If the REPC is not cancelled as provided in this section 8.2, Buyer shall be deemed to have waived the Appraisal Condition.

**8.3 FINANCING CONDITION.** Buyer's obligation to purchase the property:  IS  IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition," if checked in the affirmative. Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) **Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrowclosing office as required under Section 3.5 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party, whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

**8.4 ADDITIONAL EARNEST MONEY DEPOSIT.** If the REPC has not been previously canceled by Buyer as provided

in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer:  WILL  WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$\_\_\_\_\_. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

**9. ADDENDA.** There  ARE  ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference:  Addendum No. 1 \_\_\_\_\_  Seller Financing Addendum  FHA/VA Loan Addendum  Lead-Based Paint Disclosure & Acknowledgement (in some transactions this disclosure is required by law)  Other (specify) Undisclosed Purchaser Addendum

**10. HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY.**

**10.1 Home Warranty Plan.** A one-year Home Warranty Plan  WILL  WILL NOT be included in this transaction. If included, the Home Warranty Plan shall be ordered by  Buyer  Seller and shall be issued by a company selected by  Buyer  Seller. The cost of the Home Warranty Plan shall not exceed \$\_\_\_\_\_ and shall be paid for at Settlement by  Buyer  Seller.

**10.2 Condition of Property/Buyer Acknowledgements.** Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

**10.3 Condition of Property/Seller Acknowledgements.** Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted. The provisions of Sections 10.2 and 10.3 shall survive Closing.

**11. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION.**

**11.1 Walk-Through Inspection.** No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

**11.2 Escrow to Complete the Work.** If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

**12. CHANGES DURING TRANSACTION.** Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new leases, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

**13. AUTHORITY OF SIGNERS.** If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

**14. COMPLETE CONTRACT.** The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supercedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

**15. MEDIATION.** Any dispute relating to the REPC arising prior to or after Closing:  SHALL  MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost.  
 Page 4 of 6 Buyer's Initials gll Date 1/13/12 Seller's Initials LR Date 1-14-12

of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

**16. DEFAULT.**

**16.1 Buyer Default.** If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

**16.2 Seller Default.** If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

**17. ATTORNEY FEES AND COSTS/GOVERNING LAW.** In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

**18. NOTICES.** Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

**19. NO ASSIGNMENT.** The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

**20. INSURANCE & RISK OF LOSS.**

**20.1 Insurance Coverage.** As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

**20.2 Risk of Loss.** If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, either Seller or Buyer may elect to cancel the REPC by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

**21. TIME IS OF THE ESSENCE.** Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

**22. ELECTRONIC TRANSMISSION AND COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

**23. ACCEPTANCE.** "Acceptance" occurs only when all of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

**24. CONTRACT DEADLINES.** Buyer and Seller agree that the following deadlines shall apply to the REPC:

(a) Seller Disclosure Deadline 7 Days after offer acceptance (Date)  
(b) Due Diligence Deadline 43 Days after offer acceptance (Date)  
(c) Financing & Appraisal Deadline \_\_\_\_\_ (Date)  
(d) Settlement Deadline 45 Days after offer acceptance (Date)

**25. OFFER AND TIME FOR ACCEPTANCE.** Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by 5:00 [ ] AM [X] PM Mountain Time on January 16, 2012 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

Julie Andreegg, Trustee 1/15/2012  
Buyer's Signature (Offer Date) Buyer's Signature (Offer Date)

Julie Andreegg, Trustee  
(Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

\_\_\_\_\_  
(Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

**ACCEPTANCE/COUNTEROFFER/REJECTION**

CHECK ONE:

ACCEPTANCE OF OFFER TO PURCHASE: Seller Accepts the foregoing offer on the terms and conditions specified above.

COUNTEROFFER: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. 2

REJECTION: Seller rejects the foregoing offer.

S. K. O. 1-14-12 2:57 P.M.  
(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

\_\_\_\_\_  
(Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

\_\_\_\_\_  
(Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 27, 2008. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.



**Undisclosed Purchaser ADDENDUM  
TO  
REAL ESTATE PURCHASE CONTRACT**



THIS IS AN  ADDENDUM  COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of January 11, 2012, including all prior addenda and counteroffers, between Julie Anderson as Buyer, and Linda Koss as Seller, regarding the Property located at 461 W 400 N, Saratoga Springs Utah County, Utah 84045 (the "Property"). The terms of this Addendum are hereby incorporated as part of the REPC, and to the extent the terms of this Addendum modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control.

**1. UNDISCLOSED PURCHASER**

The Buyer is acting on behalf of an undisclosed purchaser. The Buyer  does  does not have written authorization from the undisclosed purchaser to make this offer to purchase on the terms and conditions stated. If the Buyer is acting without the written authorization of the undisclosed purchaser as represented above, the Buyer will be personally liable to the Seller under the terms of this Agreement.

ALL OTHER TERMS of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM/COUNTEROFFER shall remain the same.  Seller  Buyer shall have until 5:00  AM  PM Mountain Time January 13, 2012, to accept the terms of this ADDENDUM/COUNTEROFFER in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in the ADDENDUM/COUNTEROFFER shall lapse.

Julie Anderson 1/13/2012  
 Buyer  Seller Signature (Date) (Time)  Buyer  Seller Signature (Date) (Time)

**ACCEPTANCE/COUNTEROFFER/REJECTION**

CHECK ONE:  
 ACCEPTANCE of ADDENDUM/COUNTEROFFER:  Seller  Buyer hereby accepts the terms of this ADDENDUM/COUNTER OFFER.

COUNTER OFFER:  Seller  Buyer presents as a counteroffer the terms of the attached Counteroffer No. 2

REJECTION:  Seller  Buyer rejects the foregoing ADDENDUM/COUNTER OFFER.

SKoss 1-14-12 2:57 P.M.  
 Buyer  Seller Signature (Date) (Time)  Buyer  Seller Signature (Date) (Time)



ADDENDUM NO. 1  
TO  
REAL ESTATE PURCHASE CONTRACT



THIS IS AN  ADDENDUM  COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 13th day of January, 2012 including all prior addenda and counteroffers, between Julie Anderson as Buyer, and Linda Koss as Seller, regarding the Property located at 461 W 400 N, Saratoga Springs Utah County, Utah 84045. The following terms are hereby incorporated as part of the REPC:

Purchase to include 2.29 acre feet of water as specified on land listing 1052413.

Parties to Close at 'Founders Title Company' located at:

746 East Winchester Street

Suite 100

Salt Lake City, Utah, 84107

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX):  REMAIN UNCHANGED  ARE CHANGED AS FOLLOWS: \_\_\_\_\_

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same.  Seller  Buyer shall have until 5:00  AM  PM Mountain Time on January 16, 2012 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

Julie Anderson 1/13/2012  
 Buyer  Seller Signature (Date) (Time)  Buyer  Seller Signature (Date) (Time)

**ACCEPTANCE/COUNTEROFFER/REJECTION**

CHECK ONE:  
 ACCEPTANCE:  Seller  Buyer hereby accepts the terms of this ADDENDUM.

COUNTEROFFER:  Seller  Buyer presents as a counteroffer the terms of attached ADDENDUM NO. 2

SKoss 1-14-12 2:57 P.M.  
 Buyer  Seller Signature (Date) (Time)  Buyer  Seller Signature (Date) (Time)

REJECTION:  Seller  Buyer rejects the foregoing ADDENDUM.

Buyer  Seller Signature (Date) (Time)  Buyer  Seller Signature (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

# Policy Review

To ensure that Lakeview Academy maintains a high level of excellence and fulfills its obligations in the charter. The Board of Trustees will periodically review the schools policies. The Board will be looking at how the policy supports the charter, global policies and state law. Is the policy effective? How does the Board Trustees know the policy is effective? And do we need to make any changes to the policy.



## SECTION 1 NUTRITION AND PHYSICAL WELLNESS POLICY

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Policy Type: Required Policy

Policy Title: Nutrition and Physical Activity Wellness Policy

### 1. PURPOSE & PHILOSOPHY

To optimize student performance potential, the Lakeview Academy Board of Trustees promotes healthy schools by supporting wellness, good nutrition, and regular physical activity as part of the total learning environment. Lakeview supports a healthy environment where children learn and participate in positive dietary and lifestyle practices. Schools contribute to the basic health status of children by facilitating learning through the support and promotion of good nutrition and physical activity.

### 2. OPPORTUNITIES FOR PHYSICAL EDUCATION AND PHYSICAL ACTIVITY

A quality physical education program is an essential component for all students to learn about and participate in physical activity. A sequential developmentally appropriate curriculum shall be utilized to help students develop the knowledge, motor skills, self-management skills, attitudes and confidence needed to adopt and maintain physical activity throughout their lives, consistent with the State Core Physical Education Curriculum. Physical activity should include regular instructional physical education as well as extracurricular activities in the Jr. High and recess in the elementary.

### 3. OPPORTUNITIES FOR NUTRITION EDUCATION

A quality nutrition education program is an essential component for all students to learn in an effort to positively influence students' eating behaviors. Nutrition education topics shall be integrated within the sequential, comprehensive health educa-

tion program taught at every grade level. The nutrition education program shall focus on students' eating behaviors, be based on theories and methods proven effective by published research, and be consistent with the State Core Health Education Curriculum.

### 4. NUTRITION GUIDELINES FOR FOODS AVAILABLE IN SCHOOLS

Food served through the school lunch program shall meet or exceed the federal regulations and guidance for reimbursable school meals. Other food items on school grounds and at school-sponsored activities during the instructional day are encouraged to include healthy snack options.

### 5. MONITORING AND POLICY REVIEW

The school director will ensure compliance with this policy in the school and will report on the school's compliance to the Board. The Board will, as necessary, revise this policy and develop work plans to facilitate its implementation.

### Certification

The Undersigned officers and or directors of Lakeview Academy certify that this Nutrition and Physical Activity Wellness Policy was duly adopted as of January 15, 2009.

Signature: Julianne Kicklighter \_\_\_\_\_

Print Name: Julianne Kicklighter \_\_\_\_\_

Title: Board President

Signature: Tina Smith

Print Name: Tina Smith

Title: Board Vice President

## SECTION 2 PURCHASE POLICY

**Policy Type:** Required Policy  
**Policy Title:** Purchase Policy  
**Effective:** September 1, 2011

### 1 Purpose

The policy has been adopted to allow the school to carry out its procurement functions in a manner that is consistent with state law, dealing fairly with all vendors, and providing for an efficient management and proper expenditure of school resources.

### 2 Authority

The Board of Trustees delegates authority to the Board's Treasurer to oversee the purchasing functions of the school and to ensure that these functions are in accordance with the mission of the school and in compliance with other related board policies, in addition to full compliance with state law and administrative rule. The Treasurer may delegate purchasing authority to the school principal and other school employees or volunteers.

The Board President and the Board Treasurer may jointly delegate authority to sign purchase orders and/or check signing to another regular Board Member, or member of the administrative staff. This authority shall be delegated by the Board President and Board Treasurer in writing, at their discretion. Delegation of this authority may be revoked or suspended at any time for any reason by either the Board President or the Board Treasurer.

### 3 Scope

The policy applies to all purchases made by the school covering all programs and activities of the school, independent of the source of the money to be expended. It includes all direct purchases, leases and leases with an option to purchase, and all procurement items, i.e. supplies, furniture and equipment, materials, and services.

### 4 Competitive Solicitations

- .1 The school defines small purchases as those purchases less than \$50,000. The State procurement policy subdivides small purchases into several levels determined by the amount of the intended purchase. Competitive pricing is required for all purchases. No purchase or contract shall be artificially divided to avoid the requirements of this policy.
- .2 For purchases less than \$1,001, a purchase may be made without seeking competitive quotes, using the best possible sources based on price, delivery, and prior vendor performance.
- .3 For purchases between \$1,001 and \$5,000, a purchase may be made after obtaining at least two price quotes, purchasing from the vendor offering the lowest quote. Quotations should include the complete description of the item to be purchased, the quantity, the price, the total costs, the vendor's name and address, the date and the name of the person providing the quote. All quotes from vendors shall be in written form, including a letter, web-based quote, fax quote, or another format that provides the required information; these quotes should be included with a requisition for a purchase order. The school must maintain written "selection determination" documentation.
- .4 For purchases between \$5,000 and \$50,000, a purchase may be made after obtaining at least three price quotes, following the same requirements as in 4.3. An award shall be made to the business offering the lowest acceptable quotation.
- .5 For purchases over \$50,000, the school shall formally prepare a bid or proposal using either a competitive sealed bidding process or a competitive sealed proposal process, in accordance with state law, including full specifications development, publishing public notices, and all other requirements.

- .6 The use of statewide contracts as prepared by the Utah State Purchasing Division is encouraged as a consideration in making a purchase decision.

### 5 Exceptions

Sole source procurement shall be used only if a purchase requirement is reasonably available from a single supplier. Any request that the procurement be restricted to one potential vendor shall be accompanied by a written explanation as to why no other vendor will be suitable or acceptable to meet the need. If there is a reasonable doubt, then competitive quotes must be obtained.

### 6 Requisitions

Requisitions for a purchase order shall be signed by the Director. A requisition for a purchase order shall be signed prior to placing an order. Requisitions for a check request shall be signed by the Director and either the Board President or Treasurer. A requisition for a check shall have both signatures prior to releasing payment for any expenditure other than approved purchases made with the school's purchasing card.

All receipts for purchases made on the school's purchasing card shall be submitted to the business manager. The business manager shall attach receipts and the itemized bill to the check requisition prior to submitting to the Director and, Treasurer or President for signatures.

Any party submitting a requisition shall complete all necessary vendor information, program, purpose, description, quantity and cost. Check requisitions shall have the appropriate number of price quotes attached prior to being submitted for signatures.

### 7 Emergency Purchasing

An emergency condition is a situation that creates a threat to public health, welfare, or safety and may arise from serious flooding, epidemics, riots, etc and establishes an immediate need for supplies or services that cannot be met through normal procurement methods. In such a situation, the school is authorized to suspend the normal methods and obtain the required items in time to meet the emergency.

### 8 Purchasing Card

With approval of the Board Treasurer and Director, school personnel may obtain a purchasing card from the State for use in making purchases, while staying within purchasing limits as authorized for each user's card. This purchasing method is to encourage buying efficiencies, but all transactions must be held in strict compliance with the procedures and practices established by the State Purchasing Division and requisition requirements as outlined in section six.

### 9 Budget Practices

The school's Administration shall submit proposed expenditures for the subsequent fiscal year at the April board meeting. The administration shall take into account the recommendation of the Site Advisory Council when planning proposed expenditures.

The Director shall have oversight of the budget the Board of Trustees adopts, with the exception of monies allocated for Board expenditures. The Director shall ensure that expenditures for each line item do not exceed the approved amount budgeted. The Board of Trustees or Treasurer may revoke, in writing, the oversight of the budget from the Director at any time. The Board of Trustees will hold the administration accountable to ensure that all expenditures over which they have discretion are in line with the vision and philosophy of Lakeview Academy as set forth in the charter.

### 10 Illegal Activities

10.1 Employees. Any employee acting as a procurement officer for the school, or who in any official capacity participates in the procurement of supplies, services, construction, real property or insurance for any such

political unit is guilty of a felony if the person asks, receives, or offers to receive any emolument, gratuity, contribution, loan, or reward, or any promise thereof, either for the person's own use or the use of benefits or any other person or organization from any person interested in the sale of such supplies, construction, real property, or insurance.

10.2 It is not appropriate for an employee to use their employment position or influence at the school to obtain goods or services for a personal benefit of the employee or others by seeking to make purchases at discounted rates not available to the general school public, receiving items at no cost, or making purchases with the intent of avoiding sales taxes. Activities of this nature subject the employee to disciplinary action, including dismissal and possible criminal charges.

10.3 It is allowable for an employee to obtain goods or services for personal use at discounted rates where suppliers normally offer educational discounts to all of employees of the school, independent of any employee's position or influence. Employees are responsible for the payment of sales tax and no purchase arrangement shall be made using a school purchase order or purchase card.

10.4 Vendors. Any person who is interested in any way in the sale of any supplies, services, construction, real property, or insurance to the school, is guilty of a felony if the person gives or offers to give any emolument, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer, or who in any official capacity participates in the procurement of such supplies, services, construction, real property, or insurance, whether it is given for his own use or for the use or benefit of any other person or organization.

## 12 Validity

### References

Utah Code Annotated Title 63, Chapter 56  
Utah Administrative Code R33

### Certification

The Undersigned officers and or directors of Lakeview Academy certify that this purchase policy was duly adopted as of September 1, 2011 and replaces all previous purchase policies.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## CHAPTER 6 ACTION ITEMS

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Each action item will be introduced by the sponsor. Board Members will then ask any questions that they have regarding the item. The president will then entertain any questions/comments by the public. The board will have one more turn to debate the action item. A board member will then make a motion, the president will call the question and a vote will be taken.



**SECTION 1 BOARD RESOLUTION REIMBURSEMENT BONDS**

Resolution: 030112-  
Resolution Title: Reimbursement Bonds  
Date Approved: \_\_\_\_\_

**LAKEVIEW ACADEMY OF SCIENCE, ARTS AND TECHNOLOGY**

**RESOLUTION OF THE BOARD**

The undersigned, constituting a majority of the Members of the Board of Lakeview Academy of Science, Arts and Technology (the "School"), a Utah nonprofit corporation, take the following action on March \_\_\_\_, 2012.

WHEREAS, the School has determined that it is in its best interests to enter into a loan agreement between the School and the Utah State Charter School Finance Authority or another eligible issuer (the "Issuer") whereby the School will borrow the proceeds of the Issuer's Charter School Revenue Bonds (Lakeview Academy of Science, Arts and Technology) Series 2012, 2013, 2014 or 2015 (the "Bonds") to finance the costs of acquiring, improving and/or equipping of certain charter school facilities or land (the "Project"); and

WHEREAS, the School has determined that it is appropriate and necessary that the School express its intention to reimburse certain qualified expenditures incurred by the School with respect to the acquisition, improving and/or equipping the Project with the proceeds of the Bonds; and

WHEREAS, no costs of the Project to be reimbursed were paid more than 60 days prior to the date of this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL AS FOLLOWS:

Section 1. The School hereby declares its intention and reasonable expectation to use the proceeds of Bonds (the "Reimbursement Bonds") of the Issuer to reimburse itself for expenditures for costs of the Project. The School intends that the Reimbursement Bonds are to be issued, and the reimbursements made, by the later of 18-months after the later of (a) the payment of the costs or (b) after the Project is placed in service, but in any event, no more than three years after the date the expenditure was paid. The particular amount, maturities, fixed or variable interest rates, redemption terms and other terms and provisions of the Bonds will be determined by a resolution of the Issuer.

Section 2. If any provisions of this resolution should be held invalid, the invalidity of such provision shall not affect the validity of any of the other provisions of this resolution.

Section 3. The appropriate officials of the School, including without limitation the Board President, Board Chair, Chief Administrative Officer, Chief Financial Officer and/or the Treasurer of the School, are hereby authorized and directed to execute and deliver for and on behalf of the School any or all additional certificates, documents and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this resolution.

Section 4. All resolutions of the School or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency.

Section 5. This resolution shall become effective immediately upon its adoption.

[The remainder of this page intentionally left blank.]

This Resolution may be executed by counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Resolution. The undersigned have executed this Resolution as of the date first set forth above.

BOARD SIGNATURES

\_\_\_\_\_

Print Name: \_\_\_\_\_



# Lakeview Academy A/B Calendar

527 West 400 North  
 Saratoga Springs, Utah 84045  
 801-331-6788 (office) 801-331-6792 (fax)

2012-2013

August				
M	T	W	T	F
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

September				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

October				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

November				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

December				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

January				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

February				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	

March				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

April				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

May				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24

- Parent Teacher Conference
- Holiday (no school)
- End of Term
- Professional Development (no school)
- First/Last Day of School
- Teacher Comp Day (no school)
- Early Out Day 12:30 dismissal
- Teacher Inservice Days

- August - 13th First Day of School
- September - 3rd Labor Day (No School)
- September - 20th-21st Parent Teacher Conf.
- October - 11th-12th Fall Break (No School)
- October - 15th Professional Dev. (No School)
- November - 21st Teacher Comp Day (No School)
- November - 22nd-23rd Thanksgiving Break (No School)
- December - 17th-January 1st Christmas Break (No School)

- January - 21st Martin Luther King Day (No School)
- January - 22nd Professional Dev. (No School)
- February - 18th Washington & Lincoln Day (No School)
- February 28th-March 1st Parent Teacher Conference  
(1st snow day make-up, 2nd Teacher Comp Day)
- May - 24th Last Day of School

1st Term = 46 days  
 August 13th - October 19th

2nd Term = 45 days  
 October 22nd - January 11th

3rd Term = 42 days  
 January 14th - March 15th

4th Term = 45 days  
 March 18th - May 24th

Alpine School District - 2012-2013 AB Calendar

August/September				
M	T	W	T	F
	21 A	22 B	23 A	24 B
27 A	28 B	29 A	30 B	31 A
3 B	4 A	5 B	6 A	7 B
10 B	11 A	12 B	13 A	14 B
17 A	18 B	19 A	20 B	21 A
24 B	25 A	26 B	27 A	28 B

October				
M	T	W	T	F
1 A	2 B	3 A	4 B	5 A
8 B	9 A	10 B	11 A	12 B
15 B	16 A	17 B	18 A	19 B
22 A	23 B	24 A	25 B	26 A
29 B	30 A	31 B		

November				
M	T	W	T	F
			1 A	2 B
5 A	6 B	7 A	8 B	9 A
12 B	13 A	14 B	15 A	16 B
19 A	20 B	21 A	22 B	23 A
26 A	27 B	28 A	29 B	30 A

December				
M	T	W	T	F
3 B	4 A	5 B	6 A	7 B
10 A	11 B	12 A	13 B	14 A
17 B	18 A	19 B	20 A	21 B
24 B	25 A	26 B	27 A	28 B
31 A				

January				
M	T	W	T	F
	1 B	2 A	3 B	4 A
7 A	8 B	9 A	10 B	11 A
14 B	15 A	16 B	17 A	18 B
21 B	22 A	23 B	24 A	25 B
28 A	29 B	30 A	31 B	

February				
M	T	W	T	F
				1 A
4 B	5 A	6 B	7 A	8 B
11 A	12 B	13 A	14 B	15 A
18 B	19 A	20 B	21 A	22 B
25 B	26 A	27 B	28 A	

March				
M	T	W	T	F
				1 B
4 A	5 B	6 A	7 B	8 A
11 B	12 A	13 B	14 A	15 B
18 A	19 B	20 A	21 B	22 A
25 B	26 A	27 B	28 A	29 B

April				
M	T	W	T	F
1 B	2 A	3 B	4 A	5 B
8 A	9 B	10 A	11 B	12 A
15 B	16 A	17 B	18 A	19 B
22 A	23 B	24 A	25 B	26 A
29 B	30 A			

May				
M	T	W	T	F
		1 B	2 A	3 B
6 A	7 B	8 A	9 B	10 A
13 B	14 A	15 B	16 A	17 B
20 A	21 B	22 A	23 B	24 A
27 B	28 A	29 B	30 A	31 B

1st Term  
August 21 - October 26  
A days = 23  
B days = 22  
Total days = 45

2nd Term  
October 29 - January 11  
A days = 21  
B days = 21  
Tch Comp = 1  
Total days = 43

3rd Term  
January 14 - March 22  
A days = 24  
B days = 24  
Total days = 48

4th Term  
March 25 - May 30  
A days = 21  
B days = 22  
Tch Comp = 1  
Total days = 44

August 16- Professional Development  
August 17 & 20- Teacher Contract Days  
August 20 - 7<sup>th</sup>/10<sup>th</sup> Grade Day (optional for schools)  
August 21 - First Day of School  
September 3 - Labor Day  
September 24 - Minimal Day (Prof. Development)  
October 11-12, 15- Fall Break  
November 5 - Minimal Day (Prof. Development)  
November 21 - Teacher Comp. Day  
November 22-23 - Thanksgiving Break  
December 20 through January 2 - Christmas Break  
January 21 - Martin Luther King Day  
February 4 - Minimal Day (Prof. Development)  
February 18 - Washington-Lincoln Day  
March 4 - Minimal Day (Prof. Development)  
April 1 - Snow Make-up Day  
April 2 - Teacher Comp Day  
April 3-5 - Spring Break  
May 27 - Memorial Day  
May 30 - Last Day of School

# Board Business



## SECTION 1 BOARD EVALUATIONS

### General Information

Name: Board of Trustees	Date: February 22, 2012
Feedback and review From Lincoln Fillmore Review 2011-2012	Review period: Mid-Year
Based upon the attached Board Roles and Responsibilities, Ends and Governance Policies, we the Board of Trustees respectfully request feedback from you regarding our performance	

1) Please share/list three areas where you feel the Board of Trustees is doing well:

- You prepare for board meetings very well. You have the best documentation and prep of any board I work with. The procedures for your board meeting are top notch during board meeting, too.
- I think you've made great progress in reviewing your school's data and basing decisions on that data.
- You're really focusing on the board's proper role of governance. You've been doing that for some time, but I can see now that you have a director that you have confidence in, and I know that makes the job a lot easier.
- You also did a great job in your prep for and presentation at the SCSB.

1) Please three areas of improvement that the Board of Trustees can address:

- Shortening your board meetings. Or rather focusing your discussions on the topic, structuring how board members speak to motions to accomplish matters more efficiently.
- I'd suggest that some of your procedures regarding finances date from a time when the board was more of a managing board, and I'd suggest that you re-evaluate those procedures and the relevant policies in light of your focus on governance.

2) Please share any additional comments or feedback you may have.

### General Information

Name: Board of Trustees	Date: February 24, 2012
Feedback and review From Max Meyer Review 2011-2012	Review period: Mid-Year
Based upon the attached Board Roles and Responsibilities, Ends and Governance Policies, we the Board of Trustees respectfully request feedback from you regarding our performance	

1) Please share/list three areas where you feel the Board of Trustees is doing well:

- You have clearly defined roles as board members and you defer to the appropriate individual when an item is discussed relevant to that area. An example would be parliamentary procedure and finance, deferring to Joylin and Cory respectively.
- Your board documentation from what I know is thorough.
- You separate board business from administrative business well. I've heard you say on a number of occasions, "That's an administrative decision, not a board decision."
- You are approachable and pleasant to work with. You treat Mandee, Lincoln and I as contributing members of the team, which we appreciate.
- Using the Consent Items method is very good and saves a lot of time in the meetings.
- I think it is good that you have board members who are thoughtful, forward thinking and willing to invest the time to do the job effectively. I just received an e-mail this morning from Tina about a symposium from Risk Management with an inquiry as to our thoughts on who should attend.

Okay, six good things...

3) Please three areas of improvement that the Board of Trustees can address:

- Shorter meetings are always good, assuming they are sufficient to meet the needs of the board and stakeholders.
- Current finance policies and procedures may need to be reviewed. That being said, another strength of yours is looking to the long-term in resolving issues such as this. I know that in evaluating this decision, you will consider current staff needs, yet write a policy for a future scenario where the board may not be as confident in the administrative staff's ability to stay within budgets.

4) Please share any additional comments or feedback you may have.

I hope this is helpful. I enjoy working with you!

